

Plaintiffs have established that defendant is bound by a collective bargaining agreement with Laborers Locals 42-53-110. The agreement requires that defendant submit monthly reports and make monthly contributions to the

various plaintiff funds based on hours worked by defendant's employees covered by the agreement. The agreement also provides that the defendant submit to a payroll examination to determine his compliance. Further, the agreement calls for liquidated damages of twenty-percent on unpaid and late contributions, as permitted by ERISA, as well as attorneys fees and litigation costs in the event of a lawsuit.


Defendant submitted to a payroll examination, which revealed that defendant has failed to pay benefit contributions from January 2008 to November 2008. Plaintiffs have computed the amount owed in contributions, liquidated damages, and interest based on the payroll examination. These computations reflect that the defendant owes \$29,514.90 in unpaid contributions, including liquidated damages and interest on those unpaid contributions. Defendant was also bound in the collective bargaining agreement to pay liquidated damages on all late-paid contributions. Plaintiffs computed the liquidated damages and interest owed by defendant based on defendant's late-paid contributions. Defendant Buffa Concrete Contractors owes liquidated damages in the amount of \$21,241.75.

The labor agreement and ERISA, 29 U.S.C. §1132(g)(2), require defendant to pay plaintiffs' legal fees and costs. Plaintiffs have incurred legal fees in the amount of \$981.50 and court costs of \$501.76. Further, plaintiffs have incurred \$985.00 in payroll examination fees. Based on the evidence presented, the Court

finds that the services performed by plaintiffs' attorneys and accountants were reasonable and necessary to the litigation of this case, that the rates charged were reasonable, and that the amounts sought for attorneys' fees and accounting fees are reasonable.

The total amount owed by defendant to plaintiffs is \$53,224.91.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that plaintiffs shall recover from defendant Buffa Concrete Contractors, Inc. the total amount of \$53,224.91.



CATHERINE D. PERRY
UNITED STATES DISTRICT JUDGE

Dated this 24th day of April, 2009.